S U G G E S T E D A L T E R N A T I V E F A S T - T R A C K R E A D 2 N D

This is an expedited alternative to effect a Final Judgment for Case Norch Served on cv-2279 in the U.S. District Court for the District of Nevada. Keep separate recognize the following pages:

A) One (1) page re Cover Letter to Clerk of Court

a) Plaintiff is to sign at bottom, and
b) Plaintiff is to return this item to KT via overnite nexts that the court of the District Court of the Distric

- B) Two (2) pages re-Request for Judgment with proposed Final Judgment
- a) Plaintiff is to sign and date, day & month as 25 July, Request at lower portion in 2 places where indicated, and
 - b) Plaintiff is to return this item to KT via overnite next day delivery.
- C) Three (3) pages re Notice of Acceptance of Offer of Judgment
 - a) There is one (1) for each named defendant;
- b) Plaintiff is to date, day & month as 25 July, each the same in ¶'s 1, 3 and 4 where indicated;
 - c) Plaintiff is to sign in 2 places @ ¶'s 3 and 5 where indicated, and
 - d) Plaintiff is to return these items to KT via overnite next day delivery.
- D) Three (3) pages re Offer of Judgment
 - a) Plaintiff is to sign ONLY page 6 of 32 @ bottom on line where indicated;
- b) KT is to sign ONLY page 6 of 32 @ bottom on line where indicated for defendant HARRIS;
 - c) Plaintiff is to sign ONLY page 10 of 32 on line where indicated;
 - d) Plaintiff is to sign ONLY page 11 of 32 on line where indicated;
 - e) KT is to sign ONLY page 11 of 32 on line where indicated, and
 - f) Plaintiff is to return these items to KT via overnite next day delivery.
- E) Three (3) pages re Notice of Non-Monetary Arbitration (letter to AAA)
 - a) KT is to sign ONLY on line where indicated for defendant HARRIS @ page 3 of 3;
- b) Plaintiff is to sign ONLY in 2 places on pages 2 and 3 of 3 where indicated and HOLD this document until the Final Judgment is issued by Clerk of Court, and
- c) At the moment the Final Judgment is issued Plaintiff is to send this 3 page letter to AAA with a copy to defendants and privities @ addresses indicated at bottom of page 2 of 3.

PROCEDURES::

Upon KT's receipt of the suggested alternative fast-track docuemnts, 13 pages, he is required to sign all pages where indicated for defendants and then forthwithly contact OTH/VB see contact infirmation in General Instructions, for arrangements telling him that he is sending docs via overnite next day delivery for plaintiff to sign and return back to him asap for KT's hand-delivery filing with the Clerk and KT's in person waiting with Clerk for issuance of the Final Judgment, as per 2nd page of B above, Request for Judgment with proposed Final Judgment.

KT is to get back from Plaintiff 10 signed pages and Plaintiff is to keep the 3 pages, letter to AAA signed by her & KT for defendant HARRIS, that she will send off to AAA, defendants and privities as soon as Final Judgment is issued by Clerk.

KT, after sending fast-track docs, 13 pages to OTH/VB will follow the General Instructions for ALL other documents requiring defendants' signing and dating, as day & month 19 July, except those docs which were sent to OTH/VB for Plaintiff's attention.

Plaintiff is to return signed and dated 10 pages via overnite next day delivery to KT, at which time KT will exchange these completed pages for the unsigned copies in his possession and then reassemble the entire 3rd & final filing in its totality, making certain that no instruction pages have been included and that all docs requiring to be stapled have been. Refer to General Instructions for clarity.

At this point, KT, after a final inspection of the reassembled filing, is to hand-deliver the filing to the Clerk's office and ask for issuance of the Final Judgment, as referenced in B above.

It is suggested that KT take a valid photo ID with him to the Clerk's office to prove his status as a party thru poa, which is attached @ pages 32 of 32A, 32 of 32B and 32 of 32C of the Offer of Judgment, that entitles KT to receive a copy of the Final Judgment, as per 2nd page of B above of the Request for Judgment with proposed Final Judgment.

KT is to wait if possible for issuance of the Final Judgment or ask what time he can return to pick it up, or whatever else is worked out to conveniently obtain it.

At all times during this process, KT is to openly/actively communicate with OIII or VB or to a third contect, Don Harris (DH), son of defendant, phone @ 609.513.9174, email @ donharris.ac@icloud.com, to get this filing completed. See also contact information in General Instructions for OIII & VB.

This fast-track process is an option and your choice to do as you see fit. Should anyone want a copy of the final filing, they can simply go to PACER.gov after it has been filed and download a copy at their leisure.

Plaintiff is to make copy/scan and retain pages 6, 10 and 11 of 32 for her records as well as a copy of her signed letter to AAA. This is VERY IMPORTANT!!!!

KT will have unsigned copies that he is to retain should items get lost in mailing to OIII for Plaintiff's signing or otherwise.

Please <u>DO NOT DISCARD ANY DOCUMENT</u> until the Final Judgment has been issued by the Clerk of Court.

KT, please keep these pages stapled. You are able to copy the directions for this fast-track process with them attached; including signing them as well.

Plaintiff is to detach her 3 page letter to AAA and send 10 pages to KT via overnite next day delivery asap.

We need to get to arbitration as soon as possible to resolve our situations!!!!

We sincerely appreciate and thank you all for your kind and prompt attention to these matters.

Please use blue ink when signing & dating documents!!!!

F) Promissory Note - Extension No. 1

- a) KT is to send plaintiff this document for her signature where indicated on the note as the assignee/maker.
- b) After plaintiff signs on line where indicated, she is to return the note to KT for his acceptance by his signing for the defendant where indicated.
- c) Upon KT's receipt and acceptance of the note extension no. 1, along with copies of the other 2 promissory note extension no. 1's (See Instructions #13) in a safe/secure place until time for their use.
- d) KT is to send plaintiff a copy of the newly accepted note referenced in ¶ a above for her records.

Note: Please use blue ink when signing where possible.

Case 2:15-cv-02279-JAD-GWF Document 10-1 Filed 09/07/16 Page 4 of 16 25 July, Common Era 2016

Clerk of Court United States District Court For the District of Nevada 333 Las Vegas Blvd. South 1st Floor Las Vegas, NV 89101-7065

Re: Case No. 2:15-cv-2279 (BAILEY v. HARRIS, ET AL.)

Greetings:

Please recognize the following document for filing, Request For Judgment, in the above referenced case. Please note Plaintiff's address for your records.

Thank you for your kind and prompt attention to this matter.

Sincerely,

VIANA V. BAILEY Plaintiff

124 N. Virginia Avenue Atlantic City, N.J.: 08401

encls.

cc: Defendants

file

VIANA V. BAILEY (609)742-7804 124 N. Virginia Avenue Atlantic City, N.J. 08401

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

VIANA V. BAILEY

Plaintiff,

Case No. 2:15-cv-2279

v.

WILLIAM OSCAR HARRIS, ET AL.,

Defendants.

REQUEST FOR JUDGMENT, Fed.R.Giv.F. 68
AFFIRMATION AND VERIFICATION, 28 USCS
§ 1746 (1)

To: Clerk of Court

As are being filed concurrently with this timely Request, are true copies of the following documents as they relate to each of the three (3) named defendants, i.e. WILLIAM OSCAR HARRIS. ROBERT DAVID NEAL and RALPH TAYLOR:

- a) Notice of Acceptance of Offer of Judgment, Fed.R.Civ.P. 68;
- b) Offer of Judgment, Fed.R.Civ.P. 68;
- c) Certificate of Service, see Acceptance of Offer of at ¶(a) above, and
- d) Claim for Mandatory Judicial Notice Nos. 1, 2, 3, 4, 5 and 6.

Pursuant to the mandatory provisions of Fed.R.Civ.P. 68 (a), this Plaintiff hereby requests that the Clerk of this Court enter one (1) final judgment herein, as specifically required in the attached executed Offer of Judgment, fully incorporating ALL of the terms and conditions embodied therein, and the evidentiary documents being filed concurrently herewith as denoted in ¶ (d) above, as they relate to each of these three (3) named defendants and ALL of the parties in privity recorded in these and other court-filed documents or otherwise, without further delay. See attached proposed Final Judgment.

AFFIRMATION AND VERIFICATION

In accordance with 28 USCS § 1746 (1), under the pains and penalties of perjury, I do hereby affirm and verify that the foregoing is ALL true, correct, certain, complete and not misleading as done, signed and presented this 25 day of July , Common Common

CERTIFICATE OF SERVICE

VIANA V. BAILEX, Plaintiff

On this 25 day of Tuy

the U.S. Mails as follows:

, Common Era 2016, I did place the foregoing in

WILLIAM OSCAR HARRIS 907 Cornerstone Place Las Vegas, NV 89031

ROBERT DAVWD NEAL, 907 Cornerstone Place Las Vegas, NV 89031

RALPH TAYLOR 907 Cornerstone Place Las Vegas, NV 89031

VIANA V. BAILEY, Plaintiff 124 N. Virginia Ave. Atlantic City, N.J. 08401

Case 2:15-cv-02279_1AD_GWF_Document 10-1 Filed 09/07/16 Page 6 of 16 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

VIANA V. BAILEY,) Case No. 2:15-cv-2279
Plaintiff,) FINAL JUDGMENT, Fed.R.Civ.P. 68
v.	
WILLIAM OSCAR HARRIS, ET AL, Defendants.	
1. Final Judgment is hereby entered in F. 68.	avor of the Plaintiff pursuant to Fed.R.Civ.P.
2. This Final Judgment is taken in according conditionally accepted "Offer of Judgment,"	dance with the terms and conditions of the un- Fed.R.Civ.P. 68."
3. This Final Judgment ratifies and full with entitled "Claim For Mandatory Judicial	y incorporates six (6) documents filed there- Notice, Nos. 1, 2, 3, 4, 5 and 6."
4. The direct parties to these proceeding dered to binding arbitration to resolve the	gs and all of their privities are hereby or- ir ongoing controversies, forevermore.
5. These arbitration proceedings shall be Agreement and Contract at page 4 of 6 of the	e conducted in compliance with the Arbitration e initial Complaint, as Docket Entry No. 1.
IT IS SO ORDERED.	
Date:	
	by:Clerk of Court

VIANA V. BAILEY (609)742-7804 124 N. Virginia Avenue Atlantic City, N.J. 08401

> UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

VIANA V. BAILEY , Plaintiff,) Case no. 2:15-cv-2279) NOTICE OF ACCEPTANCE OF OFFER OF JUDGMENT,
v .) Fed.R.Civ.P. 68(a), CERTIFICATE OF SERVICE.
WILLIAM OSCAR HARRIS, ET AL., Defendants.) AFFIRMATION AND VERIFICATION, 28 USCS § 1746(1).

To: WILLIAM OSCAR HARRIS, Defendant

HEREBY TAKE NOTICE that I, VIANA V. BAILEY, the Plaintiff in this cause of action, hereby ACCEPTS the Offer of Judgment, Fed.R.Civ.P. 68, that you, WILLIAM OSCAR HARRIS, defendant, have served upon me this day of , 2016.

Take note that I fully agree that this judgment to be taken will fully incorporate ALL of the terms and conditions you have detailed in your Offer of Judgment, which ratifies and fully incorporates, for conclusive evidentiary purposes, the accompanying six (6) documents entitled "Claim for Mandatory Judicial Notice Nos. 1, 2, 3, 4, 5, and 6" that are being filed concurrently herewith, giving res judicata and collateral estoppel effect to ALL of these matters forevermore.

AFFIRMATION and VERIFICATION

In accordance with 28 USCS § 1746(1), under the penalties of perjury, I do hereby certify that the foregoing is all true, correct, certain and not misleading, i.e. the facts of the matter. Executed this 25 day of 100, 2016.

VIANA V. BAILEY , Plaintiff

CERTITICATE. OF SERVICE

On this 25 day of JWW, 2016, I did place the foregoing in the U.S. Mails as follows:

WILLIAM OSCAR HARRIS and the other defendants 907 Cornerstone Place Las Vegas, NV 89031

Under the penalties of perjury, re 28 USCS § 1746(1), I do hereby certify that the foregoing is all true correct and certain.

VIANA V. BAILEY , Plaintiff 124 N. Virginia Avenue

Atlantic City, N.J. 08401

Case 2:15-cv-02279-JAD-GWF Document 10-1 Filed 09/07/16 Page 8 of 16

VIANA V. BAILEY (609)742-7804 124 N. Virginia Avenue Atlantic City, N.J. 08401

> UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

VIANA V. BAILEY ,	1
•) Case no. 2:15-cv-2279
Plaintiff,) NOTICE OF ACCEPTANCE OF OFFER OF JUDGMENT,
V)
WILLIAM OSCAR HARRIS, ET AL.,	CERTIFICATE OF SERVICE,) AFFIRMATION AND VERIFICATION, 28 USCS § 1746(1).
Defendants.) 10(2).

To: ROBERT DAVID NEAL, Defendant

HEREBY TAKE NOTICE that I, VIANA V. BAILEY, the Plaintiff in this cause of action, hereby ACCEPTS the Offer of Judgment, Fed.R.Civ.P. 68, that you, ROBERT DAVID NEAL, defendant, have served upon me this day of , 2016.

Take note that I fully agree that this judgment to be taken will fully incorporate ALL of the terms and conditions you have detailed in your Offer of Judgment, which ratifies and fully incorporates, for conclusive evidentiary purposes, the accompanying six (6) documents entitled "Claim for Mandatory Judicial Notice Nos. 1, 2, 3, 4, 5, and 6" that are being filed concurrently herewith, giving res judicata and collateral estoppel effect to ALL of these matters forevermore.

AFFIRMATION and VERIFICATION

In accordance with 28 USCS § 1746(1), under the penalties of perjury, I do hereby certify that the foregoing is all true, correct, certain and not misleading, i.e. the facts of the matter. Executed this 25 day of Tuly

CERTITICATE OF SERVICE

On this 25 day of Tul , 2016, I did place the foregoing in the U.S. Mails as follows:

> ROBERT DAVID NEAL and the other defendants 907 Cornerstone Place Las Vegas, NV 89031

Under the penalties of perjury, re 28 USCS § 1746(1), I do hereby certify that the foregoing is all true correct and certain.

124 N. Viriginia Avenue

Atlantic City, N.J. 08401

Case 2:15-cv-02279-JAD-GWF Document 10-1 Filed 09/07/16 Page 9 of 16 VIANA V. BAILEY (609)742-7804 124 N. Viriginia Avenue Atlantic City, N.J. 08401

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

VIANA V. BAILEY , Plaintiff, v. WILLIAM OSCAR HARRIS, ET AL.,) Case no. 2:15-cv-2279) NOTICE OF ACCEPTANCE OF OFFER OF JUDGMENT, Fed.R.Civ.P. 68(a), CERTIFICATE OF SERVICE, AFFIRMATION AND VERIFICATION, 28 USCS § 1746(1).
Defendants.) 1/46(1).

To: RALPH TAYLOR, Defendant

HEREBY TAKE NOTICE that I, VIANA V. BAILEY, the Plaintiff in this cause of action, hereby ACCEPIS the Offer of Judgment, Fed. R. Civ. P. 68, that you, RALPH TAYLOR, defendant, have served upon me this day of , 2016.

Take note that I fully agree that this judgment to be taken will fully incorporate ALL of the terms and conditions you have detailed in your Offer of Judgment, which ratifies and fully incorporates, for conclusive evidentiary purposes, the accompanying six (6) documents entitled "Claim for Mandatory Judicial Notice Nos. 1, 2, 3, 4, 5, and 6" that are being filed concurrently herewith, giving res judicata and collateral estoppel effect to ALL of these matters forevermore.

AFFIRMATION and VERIFICATION

In accordance with 28 USCS § 1746(1), under the penalties of perjury, I do hereby certify that the foregoing is all true, correct, certain and not misleading, i.e. the facts of the matter. Executed this 25 day of 100, 2016.

VIANA V. BAILEY Plaintiff

CERTITUEATE OF SERVICE

On this 25 day of July , 2016, I did place the foregoing in the U.S. Mails as follows:

RALPH TAYLOR and the other defendants 907 Cornerstone Place Las Vegas, NV 89031

Under the penalties of perjury, re 28 USCS § 1746(1), I do hereby certify that the foregoing is all true correct and certain.

VIANA V. BAILEY, Plaintiff
124 N. Virginia Avenue

Atlantic City, N.J. 08401

EXHIBIT A

STATE OF NEVADA

: Affirmed and signed.

CLARK COUNTY

BE IT KNOWN, that the undersigned, using the mark WILLIAM OSCAR HARRIS, as Assignor, having been entitled to three (3) proper invoices Nos. delineated herein as follows: a) NC72012-2, a/k/a BOP ref. no. TRT-NCR-2012-05556, in the sum certain amount of One Million One Hundred Eight Thousand (\$1,108,000.00 USD) Dollars, as evidenced in Exhibit A affixed hereto and made a part hereof at page 6 of 31 herein; b) DNNO60850-T7, in the sum certain amount of One Hundred Fifty Million Five Hundred Four Thousand Nine Hundred Twenty-six (\$150,504, certain amount of One Million One Hundred Six Thousand (\$1,106,000.00 USD) Dollars, as evidenced in Exhibit 2 at page 22 of 31 hereof, is desirous of assigning, for fair and valuable consideration, these said proper Invoices, re laws to principal, agent, successors and assigns applying, to wit:

- 1. This effective Assignment for value of these said proper Invoices has as its underlying collateral debt obligations arising in tort. See Exhibit B at pages 7 thru 8 herein and Exhibit 1 at pages 15 thru 16 and Exhibit 2 at pages 23 thru 24 hereof.
- 2. This Assignment of these said proper Invoices, without recourse, is valid and fully enforceable under the laws of the United States, New Jersey state, Indiana state, California state, Pennsylvania state, New York state and the Disrtict of Columbia or otherwise, which serve as the controlling legal authorities regarding its creation, enforcement and interpretation in this matter.
- 3. This Assignment is made to VIANA V. BAILEY as the Assignee, specifically to effect and facilitate the collection and liquidation of the sums due and owing from these said proper Invoices. See Exhibit E at pages 11 thru 12 hereof.
- 4. The consideration of this Assignment of these said proper Invoices is embodied in the Promissory Note attached hereto as Exhibit C at Page 9 of 31 herein.
- of title, as per the uniform statute as evidenced at District of Columbia Code Sections 28-1:201, 28-3:203, 28-3:302, 28-5:102, 28-7:104 and 28-9:109 or otherwise, as adopted by all 50 states, is made freely and consentually by this Assignor for use by this Assignee.
- 6. This Assignor conveys, as a result of this Assignment of these proper Invoices, all rights, title and interest in these proper Invoices forevermore.
- 7. This Assignment of these said proper Invoices, with all rights, title and interest thereof, does not abrogate this Assignor's rights, re any dispute and/or controversy, whatsoever, related herewith to be subject to compulsory and binding arbitration for their resolution in accordance with the terms and conditions of the Arbitration Agreement and Contract, see Exhibit D at page 10 of 31 herein, including the underlying arbitration agreement provisions for the said proper Invoices, by and between this Assignor and this Assignee, purusant to the Federal Arbitration Act as evidenced by 9 USCS § 1 et seq., and the Uniform Arbitration Act as adopted by the states referenced in ¶ 2 above, among others.

AFFIRMATION AND VERIFICATION

Under the pains and penalties of perjury, re 28 USCS § 1746 (1), this Assignor affirms and verifies, upon full commercial liability, the contents herein are certain, correct, complete and not misleading, the truth, the whole truth and nothing but the truth as done, signed and presented this 16th day of June, Common Era 2015.

VIANA V. BAILEY
3 Manitoba Avenue

Dated: 06/16/2015

, Assignee

WILLIAM OSCAR HARRIS, Assignor

907 Cornerstone Place Las Vegas, NV 89031

Brigantine, N.J., 08203

EXHIBIT

C

I, as the Assignee of three (3) proper Invoices from this Assignor, WILLIAM OSCAR HARRIS, as the Priority Claim Holder thereof, do promise to pay as follows:

Invoice No. NC72012-2 - Ninety Percent (90%);

Invoice No. DJN060850-T7 - Ninety-five Percent (95%), and

Invoice No. RL71132-4 - Ninety Percent (90%),

of the value received hereto prior to 365 days of their effective assignment, or ten (10) days from their due liquidation and collection, whichever comes first, without defalcation for the value received, and as is unconditionally due.

Date due: June 15, 2016

Assignee's/Maker's Signature

VIANA V. BAILEY

Assignee's/Maker's Printed Name

3 Manitoba Avenue

Assignee's/Maker's Street Address

Brigantine, N.J. 08203

Assignee's/Maker's City and State

EXHIBTT

ARBITRATION AGREEMENT AND CONTRACT

EXHIBIT

For the due consideration as provided in the accompanying Assignment between the Parties of the even date, i.e. sentients known by the names of VIANA V. BAILEY , as Assignee, and WILLIAM OSCAR HARRIS, as Assignor, with which this instant Arbitration Agreement and Contract ("Agreement"), is conclusively ratified and fully incorporated therein for the enforcement thereof, the parties do agree and confirm as follows:

- 1. In accordance with the Federal Arbitration Act as evidenced by 9 USCS § 1 et seq., the laws of the states of California, Indiana, New Jersey, Pennsylvania, Nevada and the District of Columbia or otherwise, ALL past, present and future controversies, claims, disputes and/or issues arising out of this proper Assignment, re Invoice Nos. NC72012-2, DJN 060850-T7 and RL71132-4, including the underlying arbitration agreement provisions of these said proper Invoices, shall be subject to compulsory and binding arbitration.
- The arbitrator(s) appointed hereunder, and NOT any federal, state or local court or agency, shall have exclusive jurisdiction and authority to resolve any dispute relating to the interpretation, applicability, enforceability and/or formation of this Agreement, including but not limited to any and all claims that this Agreement and the proper Assignment are void or voidable.
- 3, Any such claim shall subject the Parties, giving three (3) days Notice, to compute sory and binding arbitration conducted by the American Arbitration Association ("AAA"), in accordance with the AAA's Commercial Arbitration Rules, which shall govern the proceeding.
- 4. The judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof for execution and enforcement.
- 5. Such arbitration shall be conducted by a panel constituted of three (3) arbitrator(s), one (1) each selected by the two (2) Party(ies) to the arbitration, and a third arbitrator selected by the two (2) chosen arbitrator(s). All arbitration proceedings shall be held at a mutually agreeable location. The arbitrator(s) shall all be members, in good standing, of the AAA.
- 6. The decision of the arbitrator(s) shall be final and binding upon the Parties to the arbitration, and no statutory right or otherwise shall exist to relitigate the issues involved.
- 7. Any and all costs and fees, including any pre-award expenses and fees of any kind, whatsoever, associated with the arbitration, whether for monetary or non-monetary claims, shall be borne solely by the Party who has refused, neglected or failed to comply with the Assignment, thus compelling an arbitration resolution.
- 8. The judgment on the award shall be rendered by the arbitrator(s) no later then three (3) calendar days from the date of the closing of the hearing, which is inclusive of the AAA's transmittal of the final statement and proofs to the arbitrator(s).

Further, this Agreement shall be deemed to be valid, irrevocable and enforceable upon the Parties. Respectfully done, prepared, signed and presented this 16th day of June, common Era 2015.

VIANA V Assignee

3 Manitoba Avenue

Brigantine, N.J. 08203

WILLIAM OSCAR HARRIS

Assignor:

907 Cornerstone Place

Las Vegas, NV 89031

Case 2:15-cv-02279-JAD-GWF Document 10-1, Filed 09/07/16 Page 13 of 16

Ms. A. Kelly Turner, Esq. American Arbitration Association 150 N. Michigan Avenue Suite 3050 Chicago, IL 60601

Notice Of Non-Monetary Arbitration, and Application For Appointment Of An Emergency Arbitrator

Re: Case No.: 2:15-cv-2279

Case Name: BAILEY v. HARRIS, et al.

Court : U.S. District Court/District of Nevada

Greetings Ms. Turner:

In a final judgment entered in the above referenced proceeding, ALL of the parties thereto, plus certain individuals designated as "parties in privity," or tortfeasors, in the court records have been ordered to an arbitration proceeding to be conducted by your organization. A copy of the court-ratified Arbitration Agreement and Contract is affixed hereto as Exhibit A for your perusal.

In this court-ordered arbitration proceeding, which has been agreed to by this Plaintiff and the 3 defendants, certain individuals designated as parties in privity are being required to appear, along with this Plaintiff and these 3 defendants, and show cause as to why each, individually, is not legally bound by this final judgment and thus not subject to all of its terms and conditions, via the legal doctrine of res judicata. See ¶ 5 of this Offer of Judgment as incorporated and ratified in the final judgment.

As per ¶ 4 of this Offer of Judgment, at page no. 2 thereof, the appointment of an emergency arbitrator has been ordered by the court pursuant to Rule R-38 of your organization's Commercial Arbitration Rules. This judgment-mandated appointment is necessary and appropriate because these designated parties in privity, operating in open defiance of this final judgment, have refused to comply with the terms and conditions thereof by continuing to impair these 3 defendants' efforts to fulfill their obligations to this Plaintiff, while also restraining the due liberty interests of these 3 defendants' person and property.

This final judgment, having incorporated and ratified this Offer of Judgment, identifies 13 of these parties in privity specifically, by name, as follows:

Charles E. Samuels, Jr. Richard W. Schott Clint Swift Katherine Seireveld F. Timothy Coleman Evelyn Keller Mark Smith,

Kathleen M. Kenney Charles A. Daniels Michael Sample Travis Weber Paul M. Laird Leann LaRiva

and each, including successors and assigns, can be reached through the FBOP, 320 First Street, NW, Washington, DC 20534, telephone no. (202)307-2105.

The court, in ¶ 6 of this court-ratified Offer of Judgment at page no. 2 thereof, has already recognized and sanctioned injunctive relief as a required remedy to secure due compliance with this final judgment by these designated parties in privity. See also ¶ 7 thereof. As such, the emergency arbitrator will be asked to grant this court-ordered injunctive relief directed toward these 13 parties in privity, requiring them to cease and desist from their refusal to respect all of the terms and conditions of this court-sanctioned Offer of Judgment, which have served to impair these 3 defendants' efforts to comply with their obligations due this Plaintiff, as embodied in the Assignments that underlie this entire proceeding. See ¶'s 2(c), (d) and 5 of this Offer of Judgment at pages 1 and 2 thereof.

Case 2:15-cv-02279-JAD-GWF Document 10-1 Filed 09/07/16 Page 14 of 16

As an integral element of this request for injunctive relief, this court-sanctioned Offer of Judgment has already waived any requirement, whatsoever, of a bond posting by either this Plaintiff or these 3 defendants. Again, see ¶ 7 of this Offer of Judgment at pages 2 thru 3 thereof.

By service of a copy of this Notice, as denoted below, ALL of the direct parties to the court proceeding, plus these 13 court-designated parties in privity, have been properly notified in accordance with your organization's notice requirement. Also, I stand ready and able to remit the required processing fee, as per your Standard Fee Schedule, for this non-monetary proceeding as soon as I hear back from you as to the form this payment should take along with any routing/delivery instructions.

As per the court's order, as delineated in ¶'s 5, 8, 9, 11 and 12, at pages 2, 3 and 4 of this Offer of Judgment, it is contemplated that, at a later date, a second commercial arbitration proceeding, which is to be monetary in nature, will be initiated and conducted by your organization. At that time, discovery will be obtained and certain individuals, already determined by the court to be parties in privity hereto, some of whom are identified in the document denoted in ¶ 2(e) thereof, will be required to formally appear and show cause as to why they personally should not be assessed ALL of the financial reparations awarded by the court in its final judgment.

With respect for the foregoing, please forward this Notice, if appropriate, to the office of your organization which covers the Nevada state, requesting the immediate appointment of the emergency arbitrator. I look forward to your kind, prompt and warranted response to these matters.

Sincerely,

TITANA IZ DATI IN

Plaintiff

124 N. Virginia Avenue Atlantic City, N.J. 08401

Phone: (609)742-7804

Email: vibailey6@gmail.com

encls.

cc: WILLIAM OSCAR HARRIS, ROBERT DAVID NEAL, and RALPH TAYLOR c/o 907 Cornerstone Place Las Vegas, NV 89031, and

Charles E. Samuels, Jr., Kathleen M. Kenney, Paul M. Laird, Richard W. Schott, Charles A. Daniels, Leann LaRiva, Michael Sample, Clint Swift, Katherine Seireveld, Evelyn Keller, F. Timothy Coleman, Travis Weber and Mark Smith c/o FBOP 320 First Street. NW

Washington, D.C. 20534

EXHIBTT A

ARBITRATION AGREEMENT AND CONTRACT

For the due consideration as provided in the accompanying Assignment between the Parties of the even date, i.e. sentients known by the names of VIANA V. BAILEY , as Assignee, and WILLIAM OSCAR HARRIS, as Assignor, with which this instant Arbitration Agreement and Contract ("Agreement"), is conclusively ratified and fully incorporated therein for the enforcement thereof, the parties do agree and confirm as follows:

- 1. In accordance with the Federal Arbitration Act as evidenced by 9 USCS § 1 et seq., the laws of the states of California, Indiana, New Jersey, Pennsylvania, Nevada and the District of Columbia or otherwise, ALL past, present and future controversies, claims, disputes and/or issues arising out of this proper Assignment, re Invoice Nos. NC72012-2, DJN 060850-T7 and RL71132-4, including the underlying arbitration agreement provisions of these said proper Invoices, shall be subject to compulsory and binding arbitration.
- 2. The arbitrator(s) appointed hereunder, and NOT any federal, state or local court or agency, shall have exclusive jurisdiction and authority to resolve any dispute relating to the interpretation, applicability, enforceability and/or formation of this Agreement, including but not limited to any and all claims that this Agreement and the proper Assignment are void or voidable.
- 3, Any such claim shall subject the Parties, giving three (3) days Notice, to compute sory and binding arbitration conducted by the American Arbitration Association ("AAA"), in accordance with the AAA's Commercial Arbitration Rules, which shall govern the proceeding.
- 4. The judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof for execution and enforcement.
- 5. Such arbitration shall be conducted by a panel constituted of three (3) arbitrator(s), one (1) each selected by the two (2) Party(ies) to the arbitration, and a third arbitrator selected by the two (2) chosen arbitrator(s). All arbitration proceedings shall be held at a mutually agreeable location. The arbitrator(s) shall all be members, in good standing, of the AAA.
- 6. The decision of the arbitrator(s) shall be final and binding upon the Parties to the arbitration, and no statutory right or otherwise shall exist to relitigate the issues involved.
- 7. Any and all costs and fees, including any pre-award expenses and fees of any kind, whatsoever, associated with the arbitration, whether for monetary or non-monetary claims, shall be borne solely by the Party who has refused, neglected or failed to comply with the Assignment, thus compelling an arbitration resolution.
- 8. The judgment on the award shall be rendered by the arbitrator(s) no later then three (3) calendar days from the date of the closing of the hearing, which is inclusive of the AAA's transmittal of the final statement and proofs to the arbitrator(s).

Further, this Agreement shall be deemed to be valid, irrevocable and enforceable upon the Parties. Respectfully done, prepared, signed and presented this 16th day of June,

Assignee

by:

3 Manitoba Avenue

Brigantine, N.J. 08203

by:____

WILLIAM OSCAR HARRIS

Assignor

907 Cornerstone Place

Las Vegas, NV 89031

Case 2:15-cv-02279-JAD-GWF Document 10-1 Filed 09/07/16 Page 16 of 16 PROMISSORY NOTE - EXTENSION NO. 1

I, VIANA V. BAILEY, as the Assignee of three (3) proper invoices from Assignor, WILLIAM OSCAR HARRIS, the Priority Claim Holder thereof, do promise to pay this Assignor, on or before a 365 extension period from the due date of the original Promissory Note of June 15, 2016, re the following:

Invoice No. NC72012-2 - Ninety Percent (90%);

Invoice No. DJN060850-T7 - Ninety-five (95%), and

Invoice No. RL71132-4 - Ninety Percent (90%)

for the value received hereto prior to this extension period, or ten (10) days of their due liquidation and collection, which ever comes first, without defalcation for the value received, and as is unconditionally due.

Extended Due Date: June 16, 2017

Assignee's/Maker's Signature

VIANA V. BAILEY

Assignee's/Maker's Printed Name

124 N. Virginia Avenue

Assignee's/Maker's Street Address

Atlantic City, New Jersey 08401
Assignee's/Maker's City and State

Accepted and agreed to:

Date: June 15, 2016

WILLIAM OSCAR HARRIS

Assignor/Priority Claim Holder

907 Cornerstone Place Las Vegas, NV 89031